

July 28, 2020

BOROUGH OF BRADLEY BEACH

RESOLUTION 2020-194

**AUTHORIZING THE EXECUTION OF A SHARED SERVICE FOR
PUBLIC SAFETY ANSWERING POINT (PSAP/911) AGREEMENT
WITH THE COUNTY OF MONMOUTH**

Mayor Engelstad offered the following resolution and moved its adoption:

WHEREAS, The County of Monmouth, a local unit, has offered to provide a shared service to the Borough of Bradley Beach for Public Safety Answering Point (PSAP/911) services from January 1, 2020 to December 31, 2022; and,

NOW THEREFORE BE IT RESOLVED, that the Mayor and Borough Clerk are hereby authorized and directed to execute the attached Shared Service Agreement with the County of Monmouth for Public Safety Answering Point (PSAP/911) Communication Services January 1, 2020 through December 31, 2022.

BE IT FURTHER RESOLVED, that the Municipal Clerk forwards a certified copy of this resolution, along with the executed Shared Service Agreement to Elizabeth Perez, Monmouth County Shared Services Coordinator at the Monmouth, Hall of Records, 1 East Main Street, Freehold, New Jersey 07728.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer, Business Administrator, Police Chief and Borough Auditor.

Seconded by Councilman _____ and adopted on roll call by the following vote:

AYES	NAYS	ABSTAIN	ABSENT
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Mr. Bonnell			
Mr. Gubitosi			
Mr. Sexsmith			
Mr. Weber			
Mayor Engelstad			

CERTIFICATION

I, Erica Kostyz, Municipal Clerk, Borough of Bradley Beach, Monmouth County, New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Mayor and Council at the July 28, 2020 meeting.

Erica Kostyz, RMC, CMR
Municipal Clerk

**SHARED SERVICE AGREEMENT
FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES
BY THE COUNTY OF MONMOUTH, THROUGH
THE MONMOUTH COUNTY
SHERIFF'S OFFICE, COMMUNICATIONS DIVISION**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this 28th day of July, 2020 by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and BOROUGH OF BRADLEY BEACH, in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED:

1. Services.

- The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.A.C. 17:24-1, et seq.* The County will provide direct emergency dispatch services for Police, Fire and Emergency Medical Services (EMS) for the Municipality.
- The County will provide computer related services to support any call taking and dispatching functions for the Municipality as may be required. Public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
- The Municipality will maintain and support all local hardware, routers and air cards.

- The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.
 - If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:
 - i. The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
 - ii. The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
 - iii. The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
 - iv. Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the National Crime Information Center (NCIC) system.
2. **Term.** The County shall provide said services for a three (3) year period commencing January 1, 2020, or as soon thereafter as the services begin, through December 31, 2022.
3. **Compensation.** The full 2020 fee to be paid by the Municipality shall be \$1,234.00. The annual fee for the 2nd year of the Agreement shall be subject to a 1.5% increase. The annual fee for the 3rd year of the Agreement shall be subject to a 1.0% increase. Upon receipt of a proper invoice from the County, the Municipality shall pay the annual fee on or about April 1st of each year.

Municipality contact person who handles billing:

Name: Sandra Rice, CFO

Title: Chief Financial Officer

Phone & Email: 732-776-2999 Ext 1014 srice@bradleybeacgnj.gov

4. **Authorization.** This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A. 40A:65-1, et seq.*
5. **Indemnification.** The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.

The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.

6. **Termination.** Either party may terminate this Agreement with a minimum of ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement upon immediate written notice for the following reasons:
 - (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.

(b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.

7. **Filing of Agreement.** The Clerk of the County's Board of Chosen Freeholders shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.
8. **Authority to Execute.** Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution or ordinance authorizing the execution of this Agreement.
9. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
10. **Counterparts.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
11. **Notices.** Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Teri O'Connor, County Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax:

To the Municipality:

Borough of Bradley Beach
701 Main Street
Bradley Beach, NJ 07720
Attn: David Brown, Borough Administrator
Email: dbrown@bradleybeachnj.gov

Or to such other address or individual as any party may from time to time notify the other.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed,
attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

[MUNICIPALITY]

By: Thomas Arnone
Title: Freeholder Director

By: Gary Engelstad
Title: Mayor

Date: _____

Date: _____

ATTEST:

ATTEST

Clerk of the Board

Municipal Clerk

MONMOUTH COUNTY SHERIFF'S OFFICE

By: Shaun Golden
Title: Sheriff

Date: _____

WITNESS/ATTEST:
